

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

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ALTO LENDING, LLC, :
Plaintiff, : Case No.: 1:12-cv-07391-ALC
-against- :
ALTOBRIDGE LIMITED, ALTOBRIDGE :
CORPORATION and INTEL CORPORATION, :
Defendants. :
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DECLARATION OF ANDREW T. SOLOMON

Andrew T. Solomon, pursuant to pursuant to 28 U.S.C. § 1746, declares and states:

1. I am a member of the Bar of this Court and a partner with Sullivan & Worcester LLP (“S&W”). I make this declaration in support of S&W’s motion to withdraw as counsel of record for Altobridge Limited and Altobridge Corporation (the “Altobridge Defendants”) and for a stay of these proceedings. I am familiar with the facts set forth below.

2. As stated in detail below, S&W’s seeks to withdraw as counsel for the Altobridge Defendants because the Altobridge Defendants are severely delinquent in their obligation to pay S&W’s fees and because they have notified S&W that they will be unable to pay past or future fees. The Altobridge Defendants have also failed to communicate with S&W concerning the litigation.

Nature of this Action and Proceedings to Date

3. In this action plaintiff Alto Lending, LLC (“Plaintiff”) is suing the Altobridge Defendants and Intel Corporation for the premature termination of a proposed joint venture between the parties.

4. On July 27, 2012, Plaintiff commenced this action, *Alto Lending LLC v. Altobridge Limited, Altobridge Corporation and Intel Corporation*, Index No. 652601/12 in New York State Supreme Court with the filing of a Summons and Verified Complaint.

5. On or about October 2, 2012, the Altobridge Defendants timely removed the case to this Court (ECF Doc. No. 1).

6. On January 18, 2013, Plaintiff filed an Amended Complaint (ECF Doc. No. 11).

7. On February 21, 2013, the Altobridge Defendants and Intel Corporation filed separate motions to dismiss (ECF Doc. Nos. 13 and 19). Both motions were fully briefed by April 5, 2013.

8. On August 6, 2013, in a memorandum order, the Court granted Intel Corporation's motion to dismiss and denied the Altobridge Defendants' motion to dismiss on the ground that the Altobridge Defendants had not attached a copy of the Amended Complaint to their motion papers, even though the Amended Complaint had been electronically filed with the Court, had been supplied to the Court by the other parties as part of the same motion, and was cited in detail by the Court in its decision (ECF Doc. No. 33).

9. On August 28, 2013, the Altobridge Defendants moved for reconsideration of the portion of the Court's August 6, 2013 order that denied of their motion to dismiss (ECF Doc. No. 34). The motion was fully briefed by September 5, 2013.

10. On September 3, 2013, the Altobridge Defendants filed an Answer to the Amended Complaint (ECF Doc. No. 41).

11. On September 23, 2013, the Court granted the Altobridge Defendants' motion for reconsideration and agreed to decide the motion on the merits (ECF Doc. No. 47).

12. Two years after granting reconsideration of the motion to dismiss, on October 22, 2015, the Court granted the Altobridge Defendants' motion to dismiss the Amended Complaint as to Claims 3, 7, and 8, and denied it with respect to Claims 1, 2, 4, 5, and 6 (ECF Doc. No. 55).

13. Accordingly, the case will continue as against the Altobridge Defendants.

The Instant Motion

14. S&W first appeared as counsel of record on behalf of the Altobridge Defendant on or about October 2, 2012, when the case was removed from New York State Supreme Court.

15. The Altobridge Defendants have not paid S&W's bills. S&W has sent the Altobridge Defendants bills approximately every month. Defendant has not paid S&W's bills since March 2014. The unpaid and past due balance is \$15,339.40.

16. S&W learned in 2014 that Altobridge Limited (the parent company of Altobridge Corporation) had gone into receivership. At that time, the receiver, McStay Luby in Dublin, instructed S&W to suspend all activities with respect to this case and indicated that the remaining assets of the Company would necessarily go to satisfy debts owing to the secured creditors of the Company—not to pay S&W's bills.

17. On October 30, 2015, I sent a letter to McStay Luby forwarding the Court's October 22, 2015 decision, explaining that the case will continue as against the Altobridge Defendants, and communicating S&W's intention to move to resign as counsel for Altobridge in this matter absent full payment and instructions. (*See* Exhibit A). McStay Luby has not responded.

18. As a result of its inability to pay past and future bills or to communicate about the matter, S&W cannot act on behalf of the Defendant and maintain a functional attorney-client relationship.

19. Based on the foregoing, S&W respectfully request that the Court grant its motion to withdraw as counsel to the Altobridge Defendants and to stay this matter for a period not less than thirty days in order to give the Altobridge Defendants time to find new counsel, if they so choose.

I declare under penalty of perjury, pursuant to 28 U.S.C. § 1746, that the foregoing is true and correct.

Executed this 17th day of November 2015 in New York, New York.

/s/ Andrew T. Solomon

Andrew T. Solomon